



County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

May 6, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF GRATIS OR BELOW MARKET LICENSE AGREEMENTS WITH
VARIOUS COMMUNITY SERVICES ORGANIZATIONS OPERATING AT
COMMUNITY AND SENIOR SERVICES SERVICE CENTERS
(ALL DISTRICT) (3 VOTES)**

SUBJECT

The purpose of the requested action is to formalize various occupancy agreements. Several non-profit organizations occupy space within various Community and Senior Service Centers (Service Centers) under the direction of the Department of Community and Senior Services (DCSS). These non-profit entities provide various services that directly benefit County residents. Fee reductions or waivers are in need of approval along with the proposed license agreements. In addition, the proposed license fees will be transferred to the DCSS to help offset the costs of maintenance, repairs and utilities while facilitating the continued and uninterrupted services the various organizations provide.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed license agreements authorizing the use of County space to provide community services (Licenses) are exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Section 15301 of the State CEQA Guidelines.
2. Approve and instruct the Chair to sign the attached gratis or below-market Licenses with various non-profit entities for a three-year term.
3. Find that portions of the facilities to be licensed are not currently needed for County purposes and that the use of said facilities by the respective non-profit entities is necessary to fulfill various social and community service needs of County residents.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

4. Instruct the Auditor/Controller to credit DCSS with all license fees received for the use of the Service Centers under DCSS jurisdiction.

PURPOSE / JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to formalize the occupancy of eleven community and social service providers at various Service Centers under the administrative control of DCSS and to authorize the allocation of license fees to DCSS to help offset the utilities and maintenance cost associated with the operation of these facilities.

The presence of the various service providers at these Service Centers evolved over time without the benefit of any formal agreements. The service providers currently provide a variety of services to address the social needs of low-income, handicapped and senior citizen residents of the County. A review by DCSS of each of the non-profit organization's annual financial statement indicates that payment now of fair market rent, as determined by Chief Executive Office (CEO), for the use of these facilities, would potentially cause a financial hardship to the eleven agencies. Accordingly, each License has been drafted to reflect either gratis rent, reduced rent, and/or future escalation to current market rent after a period of time, in order to reduce the potential for elimination or curtailment of much-needed services. DCSS supports the recommended approval of the Licenses on the terms indicated herein.

The proposed Licenses will document these third-party occupancies at County facilities and provide the County with indemnification, and general liability insurance coverage related to their respective operations.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide the public with quality services that are both beneficial and responsible (Goal 1). Allowing the use of County property not needed for other County purposes for the benefit of the provision of various community and social services is consistent with that goal.

FISCAL IMPACT/FINANCING

The community service providers currently in place at the facilities are being maintained by DCSS at its expense. Consequently, the licensing of the use of space to the non-profit organizations will not have a significant impact for the County. The majority of the proposed Licenses provide for stepped-up license fees in the future eventually bringing most of them to current market value rates.

The estimated total license fees to be collected from all service providers will be \$505,188.00 for a three-year period.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed Licenses have been reviewed and approved as to form by County Counsel.

Each license has a three-year term and is cancelable on 30 days notice.

The non-profit organization proposed licensees, locations, square footage, current estimated market rates and recommended use fees are listed below.

FACILITY	SPACE SQUARE FOOTAGE	SERVICE PROVIDER	RECOMMENDED MONTHLY LICENSE FEE	CURRENT MARKET RENT
CENTRO MARAVILLA SERVICE CENTER 4716 E. CESAR CHAVEZ AVE. LOS ANGELES, CA 90022	1,647 S.F.	COMMUNITY REHABILITATION SERVICES, INC	\$1,200/MO. 1 st YR \$2,141/MO. 2 nd YR \$2,141/MO. 3 rd YR	\$2,141/MO.
CENTRO MARAVILLA SERVICE CENTER 4716 E. CESAR CHAVEZ AVE. LOS ANGELES, CA 90022	262 S.F.	CROSSING THE DIGITAL DIVIDE	GRATIS 1 st YR \$150/MO. 2 nd YR \$341/MO. 3 rd YR	\$341.00/MO.
CENTRO MARAVILLA SERVICE CENTER 4716 E. CESAR E CHAVEZ AVE. LOS ANGELES, CA 90022	757 S.F.	FAMILIA UNIDA	GRATIS 1 st YR \$500/MO. 2 nd YR \$984/MO. 3 rd YR	\$984/MO.
EAST LOS ANGELES SERVICE CENTER 133 N. SUNOL DR. LOS ANGELES, CA 90063	5,000 S.F.	QUEENSCARE	\$5,000/MO. 1 st YR \$6,500/MO. 2 nd YR \$6,500/MO. 3 rd YR	\$6,500/MO.
EAST LOS ANGELES SERVICE CENTER 133 N. SUNOL DR. LOS ANGELES, CA 90063	1,360 S.F.	LOS ANGELES CHILD CARE AND DEVELOPMENT COUNCIL	\$800/MO. 1 st YR \$1,200/MO. 2 nd YR \$1,768/MO. 3 rd YR	\$1,768/MO.
FLORENCE/FIRESTONE SERVICE CENTER 7807 S. COMPTON AVE. LOS ANGELES, CA 90001	228 S.F.	STEELWORKERS OLD TIMERS FOUNDATION	GRATIS 1 st YR \$150/MO. 2 nd YR \$319/MO. 3 rd YR	\$319/MO.
ASIAN SERVICE CENTER 14112 S. KINGSLEY DR. GARDENA, CA 90249	1,762 S.F.	ASIAN-AMERICAN DRUG ABUSE PROGRAM, INC.	\$1,500/MO. 1 st YR \$2,100/MO. 2 nd YR \$2,731/MO. 3 rd YR	\$2,731/MO.
ASIAN SERVICE CENTER 14112 S. KINGSLEY DR. GARDENA, CA 90249	124 S.F.	CENTER FOR THE PACIFIC-ASIAN FAMILY, INC.	\$75/MO. 1 st YR \$113/MO. 2 nd YR \$192/MO. 3 rd YR	\$192/MO.
SAN FERNANDO VALLEY SERVICE CENTER 7555 VAN NUYS BLVD. VAN NUYS, CA 91405	514 S.F.	HALCYON CENTER FOR CHILD STUDIES, INC.	\$100/MO. 1 st YR \$400/MO. 2 nd YR \$694/MO. 3 rd YR	\$694/MO.
SAN PEDRO SERVICE CENTER 769 THIRD ST. SAN PEDRO, CA 90731	4,235 S.F.	COMPREHENSIVE CHILD DEVELOPMENT, INC.	\$1,000/MO. 1 st YR \$1,000/MO. 2 nd YR \$1,000/MO. 3 rd YR	\$5,717/MO.
ANTELOPE VALLEY SENIOR CENTER 777 W. JACKMAN AVE. LANCASTER, CA 93534	2,555 S.F.	ANTELOPE VALLEY COMMITTEE ON AGING CORPORATION	\$500/MO. 1 st YR \$500/MO. 2 nd YR \$500/MO. 3 rd YR	\$4,471/MO

ENVIRONMENTAL DOCUMENTATION

The proposed Licenses are exempt from the provisions of CEQA pursuant to Section 15301 of the State CEQA Guidelines (Existing Facilities). The eleven non-profit organizations have been occupying the areas indicated. The Licenses are intended to memorialize the non-profit organization's occupancy and provide the County with necessary insurance coverage without qualitatively or quantitatively expanding the existing use of the licensed facilities.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The continuing operations of the non-profit organizations should not have any impact on current services.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors return the adopted Board letter and duplicate copies of the executed License Agreements to the CEO, Real Estate Division, at 222 South Hill Street, Third Floor, Los Angeles, California 90012.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DL:JSE
CB:PT:dd

Attachments

c: County Counsel
Community and Senior Services

CSS:BL

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this 6th day of MAY, 2008,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, ("Licensor" or "County,")

AND

COMMUNITY REHABILITATION SERVICES, INC., ("Licensee").

RECITALS:

County is the owner of certain real property located at 4716 E. Cesar E Chavez Avenue, Los Angeles, CA 90022, and is authorized to license use of the property pursuant to Gov. Code 25537 and/or 26227; and

Licensee is desirous of using on a nonexclusive basis only a portion of said real property, which is not required exclusively for County use.

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. LICENSED AREA

1.01 County hereby provides a non-exclusive License to Licensee and Licensee hereby agrees, upon the terms and conditions hereinafter set forth, to the use of office spaces located in Room Number A2, A26, A28, A30, A31, A32, A33, A34, A36, A37, A41, A43, totaling approximately 1,647 square feet located at 4716 E. Cesar Chavez Avenue, Los Angeles, CA 90022 (the "Licensed Area").

1.02 The Licensed Area shall be used only by the Licensee for the purpose of providing accessible healthcare for uninsured and low-income working individuals and families residing in Los Angeles County.

1.03 Licensee shall make no alterations or improvements to the Licensed Area furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Executive Office. All improvements and alterations are to be made at Licensee's expense and at no cost to the County.

1.04 In the event that Licensee makes any alterations or improvements in violation of Section 1.03 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

- (a) Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
- (b) Remove the alterations or improvements and charge Licensee for the cost of such removal;
- (c) Notify Licensee of County's intent to retain any and all improvements installed by Licensee in violation of Section 1.03 upon termination of the License; and/or
- (d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.05 Licensee acknowledges personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.06 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction thereover, in and to the Licensed Area and covenants and agrees never to assail, contest, or resist said title.

2. **TERM**

2.01 The term of the License shall be for a period of three years commencing upon execution of this License by the County (the "Commencement Date").

2.02 Either party shall have the option of terminating this License at will upon giving the other party notice in writing. The County will endeavor but shall not be required to give at least 30 days advance notice of such termination. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe condition.

3. **PAYMENT**

Licensee shall pay County for the use granted herein the sum of ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200.00) per month, payable in advance, for the first twelve months and TWO THOUSAND ONE HUNDRED FORTY ONE DOLLARS (\$2,141.00) per month for the second and third years. Payments shall be payable on the first day of each and every month thereafter with a 10 day grace period and shall be made by check or draft issued and payable to the County of Los Angeles, and mailed or otherwise delivered to the County of Los Angeles, Auditor-Controller, Administrative Services, 500 West Temple Street, Room 410, Los Angeles, CA 90012, Attention: Franchise/Concessions Section. In the event the payment is not received by the tenth of each month, Lessee agrees to pay a late fee ONE HUNDRED TWENTY DOLLARS (\$120.00) or 10% of the monthly license fee, whichever is greater, during the first twelve months and TWO HUNDRED FOURTEEN DOLLARS AND TEN CENTS (\$214.10) or 10% of the monthly license fee, whichever is greater, for the remaining term.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

4.02 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval therefore is obtained from the County, whose approval shall not be unreasonably withheld.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

4.04 Security Devices. The Licensee shall be responsible for securing the Licensed Area.

4.05 Maintenance. The County shall be responsible for maintaining the Licensed Area in a clean and sanitary condition.

4.06 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Licensed Area, excluding communication, audio, video, data and internet lines, equipment or access ("Data Lines"). Licensee will be responsible for paying for any Data Lines that may be needed. County shall provide access to the building in which the Licensed Area is located for installation of Data Lines upon receipt and approval of plans.

4.07 Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

5. HOLD HARMLESS AND INDEMNIFICATION

Licensee agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Licensee's, and its members, agents, and invitees, operations on and use of the Licensed Area and the

attraction caused by their operations on and use of the Licensed Area which attracts third parties and members of the general public to the Licensed Area, including any Worker's Compensation suit, liability, or expense, arising from or connected with services performed on behalf of Licensee by any person pursuant to this License.

6. **INSURANCE**

6.01 Insurance Coverage Requirements. Without limiting Licensee's indemnification of County and during the Term of this License, Licensee shall provide and maintain the following insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Licensee's own expense.

(a) General Liability Insurance written on ISO policy form CG 00 01 or its equivalent and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Fire Legal Liability:	\$100,000
Each Occurrence:	\$1 million

(b) Automobile Liability Insurance written on ISO form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in Licensee's business operations.

(c) Workers Compensation and Employers' Liability Insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Licensee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

6.02 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Chief Executive Office, Real Estate Division, County prior to the Commencement Date. Such certificates or other evidence shall: (a) specifically identify this License; (b) clearly evidence all coverages required in this License; (c) contain the express condition that County is to be given written notice by mail to County

at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance; and (d) identify any deductibles or self-insured retentions for County's approval.

6.03 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A: VII, unless otherwise approved by County.

6.04 Notification of Incidents, Claims, or Suits. Licensee shall report to County any accident or incident relating to activities performed under this License which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within 72 hours of Licensee's knowledge of such occurrence.

6.05 Compensation for County Costs. In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

7. FAILURE TO PROCURE INSURANCE

7.01 Failure on the part of Licensee to procure or maintain required insurance or to provide evidence of insurance coverage acceptable to County shall constitute a material breach of contract upon which County may immediately terminate this License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Licensee to County upon demand.

7.02 Use of the Licensed Area shall not commence until Licensee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

8. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License.

9. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

10. **DEFAULT**

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

11. **WAIVER**

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms, and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms, or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this License shall be cumulative.

12. **SURRENDER**

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good condition.

13. **ENFORCEMENT**

The County's Chief Executive Officer shall be responsible for the enforcement of this License on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

14. **COUNTY LOBBYIST ORDINANCE**

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

15 **NOTICES**

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Community Rehabilitation Services, Inc.
4716 E. Cesar E Chavez Avenue
Los Angeles, CA 90022
Attention: Eric Vasquez
Phone: (323) 266-0453

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

Chief Executive Officer
Real Estate Division - Property Management
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

16. REPAIR OF DAMAGE

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the building in which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees, or visitors, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value, and utility to the original work or installation; and (c) be in accordance with all laws.

17. DAMAGE OR DESTRUCTION

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

18. SOLICITATION OF CONSIDERATION

18.01 It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a licensee with the implication, suggestion, or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

18.02 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

19. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license, or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

20. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

21. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees, and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

22. TAXATION OF LICENSED AREA

22.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

22.02 Licensee shall pay before delinquency all lawful taxes, assessments, fees, or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

22.03 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area which Licensee is obligated to pay, Licensee will be in default of the License.

22.04 County reserves the right to pay any such tax, assessment, fee, or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

23. INTERPRETATION

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) “or” is not exclusive; and (iv) “includes” and “including” are not limiting.

24. GOVERNING LAW AND FORUM

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

25. ENTIRE AGREEMENT

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

[illegible]

IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed and County of Los Angeles, pursuant to Chapter 2.08 of the Los Angeles County Code, has caused this License to be executed on its behalf by the Chief Executive Officer, the day, month and year first above written.

LICENSEE

COMMUNITY REHABILITATION SERVICES, INC.

By Eric Vasquez
Name: Eric Vasquez

Title: Chief Executive Officer

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of
The Board of Supervisors

COUNTY OF LOS ANGELES

By: _____
Deputy

By: _____
Chair, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By Raymond G. Fortner, Jr.
Deputy County Counsel

Community.Rehabilitation.Services.Inc.ltc

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this 6th day of MAY, 2008,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, ("Licensor" or "County,")

AND

CROSSING THE DIGITAL DIVIDE. ("Licensee").

RECITALS:

County is the Lessee of certain real property located at 4716 E. Cesar E Chavez Avenue, Los Angeles, CA 90022, and is authorized to license use of the property pursuant to Gov. Code 25537 and/or 26227; and

Licensee is desirous of using on a nonexclusive basis, only a portion of said real property, which is not required exclusively for County use.

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. LICENSED AREA

1.01 County hereby provides a non-exclusive License to Licensee and Licensee hereby agrees to the use, upon the terms and conditions hereinafter set forth, of office space located in Room Number A 25 totaling approximately 262 square feet located at 4716 E. Cesar E Chavez Avenue, Los Angeles, CA 90022 (the "Licensed Area").

1.02 The Licensed Area shall be used only by the Licensee for the purpose of setting up computer lab at Center resulting from fundraising efforts; to donate computers to youth groups and others with a focus on people in recovery and to provide computer training to the underserved residents residing in Los Angeles County.

1.03 Licensee shall make no alterations or improvements to the Licensed Area furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Executive Office. All improvements and alterations are to be made at Licensee's expense and at no cost to the County.

1.04 In the event that Licensee makes any alterations or improvements in violation of Section 1.03 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

- (a) Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
- (b) Remove the alterations or improvements and charge Licensee for the cost of such removal;
- (c) Notify Licensee of County's intent to retain any and all improvements installed by Licensee in violation of Section 1.03 upon termination of the License; and/or
- (d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.05 Licensee acknowledges personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.06 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction thereover, in and to the Licensed Area and covenants and agrees never to assail, contest, or resist said title.

2. **TERM**

2.01 The term of the License shall be for a period of three years commencing upon execution of this License by the County (the "Commencement Date").

2.02 Either party shall have the option of terminating this License at will upon giving the other party notice in writing. The County will endeavor but shall not be required to give at least 30 days advance notice of such termination. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe condition.

3. **PAYMENT**

Licensee shall pay County for the use granted herein the sum of ZERO DOLLARS for the first year, ONE HUNDRED FIFTY DOLLARS (\$150.00) per month for the second year and THREE HUNDRED FORTY ONE DOLLARS (\$341.00) per month for the third year, payable in advance, Payments shall be payable on the first day of each and every month thereafter with a 10 day grace period and shall be made by check or draft issued and payable to the County of Los Angeles, and mailed or otherwise delivered to the County of Los Angeles, Auditor-Controller, Administrative Services, 500 West Temple Street, Room 410, Los Angeles, CA 90012, Attention: Franchise/Concessions Section. In the event the payment is not received by County by the tenth of each month, Licensee agrees to pay 10% of the monthly payment as a late fee.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

4.02 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval therefore is obtained from the County, whose approval shall not be unreasonably withheld.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

4.04 Security Devices. The Licensee shall be responsible for securing the Licensed Area.

4.05 Maintenance. The County shall be responsible for maintaining the Licensed Area in a clean and sanitary condition.

4.06 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Licensed Area, excluding communication, audio, video, data and internet lines, equipment or access ("Data Lines"). Licensee will be responsible for paying for any Data Lines that may be needed. County shall provide access to the building in which the Licensed Area is located for installation of Data Lines upon receipt and approval of plans.

4.07 Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

5. HOLD HARMLESS AND INDEMNIFICATION

Licensee agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Licensee's, and its members, agents, and invitees, operations on and use of the Licensed Area and the attraction caused by their operations on and use of the Licensed Area which attracts third

parties and members of the general public to the Licensed Area, including any Worker's Compensation suit, liability, or expense, arising from or connected with services performed on behalf of Licensee by any person pursuant to this License.

6. **INSURANCE**

6.01 Insurance Coverage Requirements. Without limiting Licensee's indemnification of County and during the Term of this License, Licensee shall provide and maintain the following insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Licensee's own expense.

(a) General Liability Insurance written on ISO policy form CG 00 01 or its equivalent and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Fire Legal Liability:	\$100,000
Each Occurrence:	\$1 million

(b) Automobile Liability Insurance written on ISO form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in Licensee's business operations.

(c) Workers Compensation and Employers' Liability Insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Licensee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

6.02 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Chief Executive Office, Real Estate Division, County prior to the Commencement Date. Such certificates or other evidence shall: (a) specifically identify this License; (b) clearly evidence all coverages required in this License; (c) contain the express condition that County is to be given written notice by mail to County at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance; and (d) identify any deductibles or self-insured retentions for County's approval.

6.03 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A: VII, unless otherwise approved by County.

6.04 Notification of Incidents, Claims, or Suits. Licensee shall report to County any accident or incident relating to activities performed under this License which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within 72 hours of Licensee's knowledge of such occurrence.

6.05 Compensation for County Costs. In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

7. FAILURE TO PROCURE INSURANCE

7.01 Failure on the part of Licensee to procure or maintain required insurance or to provide evidence of insurance coverage acceptable to County shall constitute a material breach of contract upon which County may immediately terminate this License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Licensee to County upon demand.

7.02 Use of the Licensed Area shall not commence until Licensee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

8. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License.

9. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

10. **DEFAULT**

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

11. **WAIVER**

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms, and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms, or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this License shall be cumulative.

12. **SURRENDER**

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good condition.

13. **ENFORCEMENT**

The County's Chief Executive Officer shall be responsible for the enforcement of this License on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

14. **COUNTY LOBBYIST ORDINANCE**

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

15. **NOTICES**

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Crossing the Digital Divide
4716 E. Cesar E Chavez Avenue
Los Angeles, CA 90022
Attention: Kathleen Anne Patton-Kimmel
Phone: 310-288-3567

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

Chief Executive Officer
Real Estate Division - Property Management
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

16. REPAIR OF DAMAGE

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the building in which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees, or visitors, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value, and utility to the original work or installation; and (c) be in accordance with all laws.

17. DAMAGE OR DESTRUCTION

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

18. SOLICITATION OF CONSIDERATION

18.01 It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a licensee with the implication, suggestion, or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

18.02 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

19. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license, or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

20. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

21. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees, and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

22. TAXATION OF LICENSED AREA

22.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

22.02 Licensee shall pay before delinquency all lawful taxes, assessments, fees, or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

22.03 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area which Licensee is obligated to pay, Licensee will be in default of the License.

22.04 County reserves the right to pay any such tax, assessment, fee, or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

23. INTERPRETATION

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) “or” is not exclusive; and (iv) “includes” and “including” are not limiting.

24. **GOVERNING LAW AND FORUM**

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

25. ENTIRE AGREEMENT

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

[illegible]

IN WITNESS WHEREOF, County, by order of its Board of Supervisors, has executed this License or caused it to be subscribed by its Chair and the seal of the Board to be hereto affixed and attested by the Executive Office thereof, and Licensee has caused this License to be subscribed in its behalf by its duly authorized signatory the day, month, and year first above written.

LICENSEE:

CROSSING THE DIGITAL DIVIDE

By: Kathleen Anne Patton-Kimmel

Name: Kathleen Anne Patton-Kimmel
Title: Chief Executive Officer

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of
The Board of Supervisors

By: [Signature]
Deputy



COUNTY OF LOS ANGELES

By: [Signature]
Chair, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: [Signature]
Deputy County Counsel

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: [Signature]
Deputy

CrossingtheDigitalDivide.ltc

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19

MAY 06 2008

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

76535

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this 6th day of MAY, 2008,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, ("Licensor" or "County,")

AND

FAMILIA UNIDA – LIVING WITH MULTIPLE SCLEROSIS ("Licensee").

RECITALS:

County is the owner of certain real property located at 4716 East Cesar E Chavez Avenue, Los Angeles, CA 90022, and is authorized to license use of the property pursuant to Gov. Code 25537 and/or 26227; and

Licensee is desirous of using, on a nonexclusive basis only a portion of said real property, which is not required exclusively for County use.

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. LICENSED AREA

1.01 County hereby provides a non-exclusive License to Licensee and Licensee hereby agrees, upon the terms and conditions hereinafter set forth, to the use of office spaces located in Room Number A4, A9, A15, A16, A17, A19 & AR totaling approximately 757 square feet located at 4716 E. Cesar E Chavez Avenue, Los Angeles, CA 90022 (the "Licensed Area").

1.02 The Licensed Area shall be used only by the Licensee for the purpose of providing comprehensive services to individuals and families residing in Los Angeles County that are affected by Multiple Sclerosis and other debilitating diseases.

1.03 Licensee shall make no alterations or improvements to the Licensed Area furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Executive Office. All improvements and alterations are to be made at Licensee's expense and at no cost to the County.

1.04 In the event that Licensee makes any alterations or improvements in violation of Section 1.03 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

- (a) Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
- (b) Remove the alterations or improvements and charge Licensee for the cost of such removal;
- (c) Notify Licensee of County's intent to retain any and all improvements installed by Licensee in violation of Section 1.03 upon termination of the License; and/or
- (d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.05 Licensee acknowledges personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.06 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction thereover, in and to the Licensed Area and covenants and agrees never to assail, contest, or resist said title.

2. **TERM**

2.01 The term of the License shall be for a period of three years commencing upon execution of this License by the County (the "Commencement Date").

2.02 Either party shall have the option of terminating this License at will upon giving the other party notice in writing. The County will endeavor but shall not be required to give at least 30 days advance notice of such termination. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe condition.

3. **PAYMENT**

Licensee shall pay County for the use granted herein the sum of ZERO DOLLARS (\$0.00) for the first year; FIVE HUNDRED DOLLARS (\$500.00) per month for the second year; and NINE HUNDRED EIGHTY FOUR DOLLARS (\$984.00) per month for the third year. Payments shall be payable on the first day of each and every month thereafter with a 10 day grace period and shall be made by check or draft issued and payable to the County of Los Angeles, and mailed or otherwise delivered to the County of Los Angeles, Auditor-Controller, Administrative Services, 500 West Temple Street, Room 410, Los Angeles, CA 90012, Attention: Franchise/Concessions Section. In the event the payment is not received by County by the tenth of each month, Licensee agrees to pay 10% of the monthly fee as a late fee.

4. **OPERATING RESPONSIBILITIES**

4.01 Compliance with Law. Licensee's operations in and use of the Licensed

Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

4.02 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval therefore is obtained from the County, whose approval shall not be unreasonably withheld.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

4.04 Security Devices. The Licensee shall be responsible for securing the Licensed Area.

4.05 Maintenance. The County shall be responsible for maintaining the Licensed Area in a clean and sanitary condition.

4.06 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Licensed Area, excluding communication, audio, video, data and internet lines, equipment or access ("Data Lines"). Licensee will be responsible for paying for any Data Lines that may be needed. County shall provide access to the building in which the Licensed Area is located for installation of Data Lines upon receipt and approval of plans.

4.07 Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

5. HOLD HARMLESS AND INDEMNIFICATION

Licensee agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Licensee's, and its members, agents, and invitees, operations on and use of the Licensed Area and the attraction caused by their operations on and use of the Licensed Area which attracts third parties and members of the general public to the Licensed Area, including any Worker's Compensation suit, liability, or expense, arising from or connected with services performed

on behalf of Licensee by any person pursuant to this License.

6. **INSURANCE**

6.01 Insurance Coverage Requirements. Without limiting Licensee's indemnification of County and during the Term of this License, Licensee shall provide and maintain the following insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Licensee's own expense.

(a) General Liability Insurance written on ISO policy form CG 00 01 or its equivalent and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Fire Legal Liability:	\$100,000
Each Occurrence:	\$1 million

(b) Automobile Liability Insurance written on ISO form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in Licensee's business operations.

(c) Workers Compensation and Employers' Liability Insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Licensee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

6.02 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Chief Executive Office, Real Estate Division, County prior to the Commencement Date. Such certificates or other evidence shall: (a) specifically identify this License; (b) clearly evidence all coverages required in this License; (c) contain the express condition that County is to be given written notice by mail to County at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance; and (d) identify any deductibles or self-insured retentions for County's approval.

6.03 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A: VII, unless otherwise approved by County.

6.04 Notification of Incidents, Claims, or Suits. Licensee shall report to County any accident or incident relating to activities performed under this License which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within 72 hours of Licensee's knowledge of such occurrence.

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7. FAILURE TO PROCURE INSURANCE

7.01 Failure on the part of Licensee to procure or maintain required insurance or to provide evidence of insurance coverage acceptable to County shall constitute a material breach of contract upon which County may immediately terminate this License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Licensee to County upon demand.

7.02 Use of the Licensed Area shall not commence until Licensee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

8. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License.

9. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

10. DEFAULT

Licensee agrees that if default shall be made in any of the covenants and

agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

11. **WAIVER**

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms, and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms, or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this License shall be cumulative.

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Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good condition.

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Familia Unida-Living with Multiple Sclerosis
4716 East Cesar E Chavez Avenue
Los Angeles, CA 90022

Irma Resendez
Phone: 323-261-5565

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

Chief Executive Officer
Real Estate Division - Property Management
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

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Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the building in which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees, or visitors, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value, and utility to the original work or installation; and (c) be in accordance with all laws.

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Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

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Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

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Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

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The individual(s) executing this License hereby personally covenants, guarantees, and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

22. TAXATION OF LICENSED AREA

22.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

22.02 Licensee shall pay before delinquency all lawful taxes, assessments, fees, or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

22.03 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area which Licensee is obligated to pay, Licensee will be in default of the License.

22.04 County reserves the right to pay any such tax, assessment, fee, or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

23. INTERPRETATION

Unless the context of this License clearly requires otherwise: (i) the plural and

singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) “or” is not exclusive; and (iv) “includes” and “including” are not limiting.

24. GOVERNING LAW AND FORUM

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

25. ENTIRE AGREEMENT

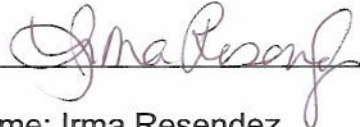
This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

[illegible]

IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed and County of Los Angeles, pursuant to Chapter 2.08 of the Los Angeles County Code, has caused this License to be executed on its behalf by the Chief Executive Officer, the day, month and year first above written.

LICENSEE

FAMILIA UNIDA- LIVING WITH MULTIPLE SCLEROSIS

By 

Name: Irma Resendez

Title: Executive Director/Founder

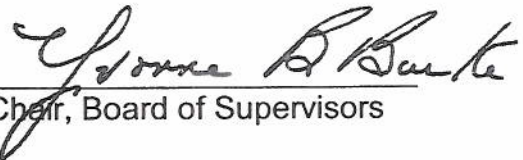
ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of
The Board of Supervisors



By 
Deputy

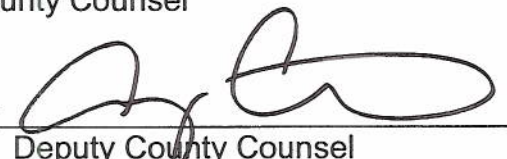
COUNTY OF LOS ANGELES

By: 
Chair, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By 
Deputy County Counsel

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By 
Deputy

FamiliaUnidaLiving.with.MultipleSclerosis.Jic

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19

MAY 06 2008


SACHI A. HAMAI
EXECUTIVE OFFICER

76536

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this 6th day of MAY, 2008,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, ("Licensor" or "County,")

AND

QUEENSCARE, ("Licensee").

RECITALS:

County is the owner of certain real property located at 133 N. Sunol Drive, Los Angeles, CA 90063-1429, and is authorized to license use of the property pursuant to Gov. Code 25537 and/or 26227; and

Licensee is desirous of using on a nonexclusive basis, only a portion of said real property, which is not required exclusively for County use.

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. LICENSED AREA

1.01 County hereby provides a non-exclusive License to Licensee and Licensee hereby agrees to the use, upon the terms and conditions hereinafter set forth, of office space located in Room Number 150 totaling approximately 5,000 square feet located at 133 N. Sunol Drive, Los Angeles, CA 90063-1429 (the "Licensed Area").

1.02 The Licensed Area shall be used only by the Licensee for the purpose of providing accessible healthcare for uninsured and low-income working individuals and families residing in Los Angeles County.

1.03 Licensee shall make no alterations or improvements to the Licensed Area furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Executive Office. All improvements and alterations are to be made at Licensee's expense and at no cost to the County.

1.04 In the event that Licensee makes any alterations or improvements in violation of Section 1.03 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

- (a) Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
- (b) Remove the alterations or improvements and charge Licensee for the cost of such removal;

26532

- (c) Notify Licensee of County's intent to retain any and all improvements installed by Licensee in violation of Section 1.03 upon termination of the License; and/or
- (d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.05 Licensee acknowledges personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.06 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction thereover, in and to the Licensed Area and covenants and agrees never to assail, contest, or resist said title.

2. **TERM**

2.01 The term of the License shall be for a period of three years commencing upon execution of this License by the County (the "Commencement Date").

2.02 Either party shall have the option of terminating this License at will upon giving the other party notice in writing. The County will endeavor but shall not be required to give at least 30 days advance notice of such termination. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe condition.

3. **PAYMENT**

Licensee shall pay County for the use granted herein the sum of FIVE THOUSAND DOLLARS (\$5,000.00) per month, payable in advance, for the first twelve month and SIX THOUSAND FIVE HUNDRED DOLLARS (\$6,500.00) per month for the remaining term., Payments shall be payable on the first day of each and every month thereafter with a 10 day grace period and shall be made by check or draft issued and payable to the County of Los Angeles, and mailed or otherwise delivered to the County of Los Angeles, Auditor-Controller, Administrative Services, 500 West Temple Street, Room 410, Los Angeles, CA 90012, Attention: Franchise/Concessions Section. In the event the payment is not received by County by the tenth of each month, Licensee agrees to pay 10% of the monthly payment as a late fee.

4. **OPERATING RESPONSIBILITIES**

4.01 Compliance with Law. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

4.02 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval therefore is obtained from the County, whose approval shall not be unreasonably withheld.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

4.04 Security Devices. The Licensee shall be responsible for securing the Licensed Area.

4.05 Maintenance. The County shall be responsible for maintaining the Licensed Area in a clean and sanitary condition.

4.06 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Licensed Area, excluding communication, audio, video, data and internet lines, equipment or access ("Data Lines"). Licensee will be responsible for paying for any Data Lines that may be needed. County shall provide access to the building in which the Licensed Area is located for installation of Data Lines upon receipt and approval of plans.

4.07 Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

5. HOLD HARMLESS AND INDEMNIFICATION

Licensee agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Licensee's, and its members, agents, and invitees, operations on and use of the Licensed Area and the attraction caused by their operations on and use of the Licensed Area which attracts third parties and members of the general public to the Licensed Area, including any Worker's Compensation suit, liability, or expense, arising from or connected with services performed on behalf of Licensee by any person pursuant to this License.

6. INSURANCE

6.01 Insurance Coverage Requirements. Without limiting Licensee's indemnification of County and during the Term of this License, Licensee shall provide and maintain the following insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Licensee's own expense.

(a) General Liability Insurance written on ISO policy form CG 00 01 or its equivalent and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Fire Legal Liability:	\$100,000
Each Occurrence:	\$1 million

(b) Automobile Liability Insurance written on ISO form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in Licensee's business operations.

(c) Workers Compensation and Employers' Liability Insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Licensee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

6.02 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Chief Executive Office, Real Estate Division, County prior to the Commencement Date. Such certificates or other evidence shall: (a) specifically identify this License; (b) clearly evidence all coverages required in this License; (c) contain the express condition that County is to be given written notice by mail to County at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance; and (d) identify any deductibles or self-insured retentions for County's approval.

6.03 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A: VII, unless otherwise approved by County.

6.04 Notification of Incidents, Claims, or Suits. Licensee shall report to County any accident or incident relating to activities performed under this License which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within 72 hours of Licensee's knowledge of such occurrence.

6.05 Compensation for County Costs. In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

7. FAILURE TO PROCURE INSURANCE

7.01 Failure on the part of Licensee to procure or maintain required insurance or to provide evidence of insurance coverage acceptable to County shall constitute a material breach of contract upon which County may immediately terminate this License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Licensee to County upon demand.

7.02 Use of the Licensed Area shall not commence until Licensee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

8. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License.

9. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

10. DEFAULT

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

11. **WAIVER**

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms, and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms, or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this License shall be cumulative.

12. **SURRENDER**

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good condition.

13. **ENFORCEMENT**

The County's Chief Executive Officer shall be responsible for the enforcement of this License on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

14. **COUNTY LOBBYIST ORDINANCE**

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

15 **NOTICES**

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Queenscare
1300 North Vermont Avenue, Suite 1002
Los Angeles, CA 90027
Attention: Terry Allen Bonecutter
Phone: 323-953-7334

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

Chief Executive Officer
Real Estate Division - Property Management
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

16. REPAIR OF DAMAGE

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the building in which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees, or visitors, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value, and utility to the original work or installation; and (c) be in accordance with all laws.

17. DAMAGE OR DESTRUCTION

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

18. SOLICITATION OF CONSIDERATION

18.01 It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a licensee with the implication, suggestion, or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

18.02 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

19. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license, or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

20. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

21. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees, and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

22. TAXATION OF LICENSED AREA

22.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

22.02 Licensee shall pay before delinquency all lawful taxes, assessments, fees, or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

22.03 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area which Licensee is obligated to pay, Licensee will be in default of the License.

22.04 County reserves the right to pay any such tax, assessment, fee, or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

23. INTERPRETATION

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) “or” is not exclusive; and (iv) “includes” and “including” are not limiting.

24. GOVERNING LAW AND FORUM

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

25. ENTIRE AGREEMENT

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

[illegible]

IN WITNESS WHEREOF, County, by order of its Board of Supervisors, has executed this License or caused it to be subscribed by its Chair and the seal of the Board to be hereto affixed and attested by the Executive Office thereof, and Licensee has caused this License to be subscribed in its behalf by its duly authorized signatory the day, month, and year first above written.

LICENSEE:

QUEENSCARE

By: Terry Allen Bonecutter

Name: Terry Allen Bonecutter
Title: Chief Executive Officer



ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of
The Board of Supervisors



COUNTY OF LOS ANGELES

By: [Signature]

Deputy

By: [Signature]

Chair, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

APPROVED AS TO FORM:

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

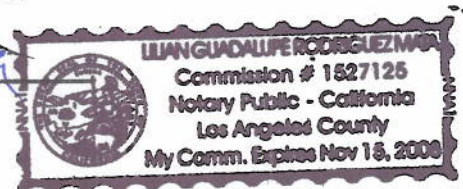
RAYMOND G. FORTNER, JR.
County Counsel

By: [Signature]

Deputy

By: [Signature]

Deputy County Counsel



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

QueensCare.lic

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MAY 06 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this 6th day of MAY, 2008,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, ("Licensor" or "County,")

AND

LOS ANGELES CHILD CARE AND DEVELOPMENT COUNCIL ("Licensee").

RECITALS:

County is the owner of certain real property located at 133 N. Sunol Drive, Los Angeles, CA 90063-1429, and is authorized to license use of the property pursuant to Gov. Code 25537 and/or 26227; and

Licensee is desirous of using on a nonexclusive basis, only a portion of said real property, which is not required exclusively for County use.

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. LICENSED AREA

1.01 County hereby provides a non-exclusive License to Licensee and Licensee hereby agrees to the use, upon the terms and conditions hereinafter set forth of office space located in Room Numbers 175-A, B, C, D & E totaling approximately 1,360 square feet located at 133 N. Sunol Drive, Los Angeles, CA 90063-1429 (the "Licensed Area").

1.02 The Licensed Area shall be used only by the Licensee for the purpose of providing day care services and hot meals for children of working parents, residing in Los Angeles County, from two years nine months to five years of age..

1.03 Licensee shall make no alterations or improvements to the Licensed Area furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Executive Office. All improvements and alterations are to be made at Licensee's expense and at no cost to the County.

1.04 In the event that Licensee makes any alterations or improvements in violation of Section 1.03 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

- (a) Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
- (b) Remove the alterations or improvements and charge Licensee for the cost of such removal;

- (c) Notify Licensee of County's intent to retain any and all improvements installed by Licensee in violation of Section 1.03 upon termination of the License; and/or
- (d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.05 Licensee acknowledges personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.06 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction thereover, in and to the Licensed Area and covenants and agrees never to assail, contest, or resist said title.

2. **TERM**

2.01 The term of the License shall be for a period of three years commencing upon execution of this License by the County (the "Commencement Date").

2.02 Either party shall have the option of terminating this License at will upon giving the other party notice in writing. The County will endeavor but shall not be required to give at least 30 days advance notice of such termination. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe condition.

3. **PAYMENT**

Licensee shall pay County for the use granted herein the sum of EIGHT HUNDRED DOLLARS (\$800.00) per month, payable in advance, for the first year, ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200.00) per month for the second year and ONE THOUSAND SEVEN HUNDRED SIXTY EIGHT DOLLARS (\$1,768.00) per month for the third year.. Payments shall be payable on the first day of each and every month thereafter with a 10 day grace period and shall be made by check or draft issued and payable to the County of Los Angeles, and mailed or otherwise delivered to the County of Los Angeles, Auditor-Controller, Administrative Services, 500 West Temple Street, Room 410, Los Angeles, CA 90012, Attention: Franchise/Concessions Section. In the event the payment is not received by County by the tenth of each month, Licensee agrees to pay 10% of the monthly payment as a late fee.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

4.02 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval therefore is obtained from the County, whose approval shall not be unreasonably withheld.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

4.04 Security Devices. The Licensee shall be responsible for securing the Licensed Area.

4.05 Maintenance. The County shall be responsible for maintaining the Licensed Area in a clean and sanitary condition.

4.06 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Licensed Area, excluding communication, audio, video, data and internet lines, equipment or access ("Data Lines"). Licensee will be responsible for paying for any Data Lines that may be needed. County shall provide access to the building in which the Licensed Area is located for installation of Data Lines upon receipt and approval of plans.

4.07 Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

5. HOLD HARMLESS AND INDEMNIFICATION

Licensee agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Licensee's, and its members, agents, and invitees, operations on and use of the Licensed Area and the

attraction caused by their operations on and use of the Licensed Area which attracts third parties and members of the general public to the Licensed Area, including any Worker's Compensation suit, liability, or expense, arising from or connected with services performed on behalf of Licensee by any person pursuant to this License.

6. **INSURANCE**

6.01 Insurance Coverage Requirements. Without limiting Licensee's indemnification of County and during the Term of this License, Licensee shall provide and maintain the following insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Licensee's own expense.

(a) General Liability Insurance written on ISO policy form CG 00 01 or its equivalent and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Fire Legal Liability:	\$100,000
Each Occurrence:	\$1 million

(b) Automobile Liability Insurance written on ISO form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in Licensee's business operations.

(c) Workers Compensation and Employers' Liability Insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Licensee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

6.02 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Chief Executive Office, Real Estate Division, County prior to the Commencement Date. Such certificates or other evidence shall: (a) specifically identify this License; (b) clearly evidence all coverages required in this License; (c) contain the express condition that County is to be given written notice by mail to County

at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance; and (d) identify any deductibles or self-insured retentions for County's approval.

6.03 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A: VII, unless otherwise approved by County.

6.04 Notification of Incidents, Claims, or Suits. Licensee shall report to County any accident or incident relating to activities performed under this License which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within 72 hours of Licensee's knowledge of such occurrence.

6.05 Compensation for County Costs. In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

7. FAILURE TO PROCURE INSURANCE

7.01 Failure on the part of Licensee to procure or maintain required insurance or to provide evidence of insurance coverage acceptable to County shall constitute a material breach of contract upon which County may immediately terminate this License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Licensee to County upon demand.

7.02 Use of the Licensed Area shall not commence until Licensee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

8. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License.

9. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

10. **DEFAULT**

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

11. **WAIVER**

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms, and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms, or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this License shall be cumulative.

12. **SURRENDER**

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good condition.

13. **ENFORCEMENT**

The County's Chief Executive Officer shall be responsible for the enforcement of this License on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

14. **COUNTY LOBBYIST ORDINANCE**

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

15. **NOTICES**

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Los Angeles Care and Development Council
133 N. Sunol Drive, Room 175
Los Angeles, CA 90063
Attention: Kathleen C. Brown
Phone (213) 223-3313

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

Chief Executive Officer
Real Estate Division - Property Management
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

16. REPAIR OF DAMAGE

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the building in which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees, or visitors, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value, and utility to the original work or installation; and (c) be in accordance with all laws.

17. DAMAGE OR DESTRUCTION

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

18. SOLICITATION OF CONSIDERATION

18.01 It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a licensee with the implication, suggestion, or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

18.02 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County

Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

19. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license, or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

20. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

21. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees, and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

22. TAXATION OF LICENSED AREA

22.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

22.02 Licensee shall pay before delinquency all lawful taxes, assessments, fees, or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

22.03 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area which Licensee is obligated to pay, Licensee will be in default of the License.

22.04 County reserves the right to pay any such tax, assessment, fee, or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

23. INTERPRETATION

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) “or” is not exclusive; and (iv) “includes” and “including” are not limiting.

24. GOVERNING LAW AND FORUM

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

25. ENTIRE AGREEMENT

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

[illegible]

IN WITNESS WHEREOF, County, by order of its Board of Supervisors, has executed this License or caused it to be subscribed by its Chair and the seal of the Board to be hereto affixed and attested by the Executive Office thereof, and Licensee has caused this License to be subscribed in its behalf by its duly authorized signatory the day, month, and year first above written.

LICENSEE:

LOS ANGELES CHILD CARE AND DEVELOPMENT COUNCIL

By: Kathleen C. Brown

Name: Kathleen C. Brown
Title: Chief Executive Officer



ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of
The Board of Supervisors

By: [Signature]
Deputy

COUNTY OF LOS ANGELES

By: [Signature]
Chair, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: [Signature]
Deputy County Counsel

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: [Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

LosAngelesChildCareandDevelopmentCouncil.lic

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MAY 06 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this 6th day of MAY, 2008,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, ("Licensor" or "County,")

AND

STEELWORKERS OLD TIMERS FOUNDATION ("Licensee").

RECITALS:

County is the owner of certain real property located at 7807 S. Compton Avenue, Los Angeles, CA 90001, and is authorized to license use of the property pursuant to Gov. Code 25537 and/or 26227; and

Licensee is desirous of using on a nonexclusive basis only a portion of said real property, which is not required exclusively for County use.

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. LICENSED AREA

1.01 County hereby provides a non-exclusive License to Licensee and Licensee hereby agrees, upon the terms and conditions hereinafter set forth, to the use of office space located in Room Number 116 and 117 totaling approximately 228 square feet located at 7807 S. Compton Avenue, Los Angeles, CA 90001 (the "Licensed Area").

1.02 The Licensed Area shall be used only by the Licensee for the purpose of providing congregate and home-delivered meals to seniors. This service is vital to helping seniors, residing in Los Angeles County, maintain themselves in good and proper health.

1.03 Licensee shall make no alterations or improvements to the Licensed Area furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Executive Office. All improvements and alterations are to be made at Licensee's expense and at no cost to the County.

1.04 In the event that Licensee makes any alterations or improvements in violation of Section 1.03 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

- (a) Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
- (b) Remove the alterations or improvements and charge Licensee for the cost of such removal;
- (c) Notify Licensee of County's intent to retain any and all improvements installed by Licensee in violation of Section 1.03 upon termination of the License; and/or
- (d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.05 Licensee acknowledges personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.06 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction thereover, in and to the Licensed Area and covenants and agrees never to assail, contest, or resist said title.

2. TERM

2.01 The term of the License shall be for a period of three years commencing upon execution of this License by the County (the "Commencement Date").

2.02 Either party shall have the option of terminating this License at will upon giving the other party notice in writing. The County will endeavor but shall not be required to give at least 30 days advance notice of such termination. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe condition.

3. PAYMENT

Licensee shall pay County for the use granted herein the sum of ZERO DOLLARS (\$0.00) per month, payable in advance, for the first year, ONE HUNDRED FIFTY DOLLARS (\$150.00) per month for the second year and THREE HUNDRED NINETEEN DOLLARS (\$319.00) per month for the third year of the Term.. Payments shall be payable on the first day of each and every month thereafter with a 10 day grace period and shall be made by check or draft issued and payable to the County of Los Angeles, and mailed or otherwise delivered to the County of Los Angeles, Auditor-Controller, Administrative Services, 500 West Temple Street, Room 410, Los Angeles, CA 90012, Attention: Franchise/Concessions Section. In the event the payment is not received by the tenth of each month, Licensee agrees to pay 10% of the monthly payment as a late fee.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

4.02 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval therefore is obtained from the County, whose approval shall not be unreasonably withheld.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

4.04 Security Devices. The Licensee shall be responsible for securing the Licensed Area.

4.05 Maintenance. The County shall be responsible for maintaining the Licensed Area in a clean and sanitary condition.

4.06 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Licensed Area, excluding communication, audio, video, data and internet lines, equipment or access ("Data Lines"). Licensee will be responsible for paying for any Data Lines that may be needed. County shall provide access to the building in which the Licensed Area is located for installation of Data Lines upon receipt and approval of plans.

4.07 Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

5. HOLD HARMLESS AND INDEMNIFICATION

Licensee agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Licensee's, and its members, agents, and invitees, operations on and use of the Licensed Area and the

attraction caused by their operations on and use of the Licensed Area which attracts third parties and members of the general public to the Licensed Area, including any Worker's Compensation suit, liability, or expense, arising from or connected with services performed on behalf of Licensee by any person pursuant to this License.

6. **INSURANCE**

6.01 Insurance Coverage Requirements. Without limiting Licensee's indemnification of County and during the Term of this License, Licensee shall provide and maintain the following insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Licensee's own expense.

(a) General Liability Insurance written on ISO policy form CG 00 01 or its equivalent and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Fire Legal Liability:	\$100,000
Each Occurrence:	\$1 million

(b) Automobile Liability Insurance written on ISO form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in Licensee's business operations.

(c) Workers Compensation and Employers' Liability Insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Licensee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

6.02 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Chief Executive Office, Real Estate Division, County prior to the Commencement Date. Such certificates or other evidence shall: (a) specifically identify this License; (b) clearly evidence all coverages required in this License; (c) contain the express condition that County is to be given written notice by mail to County

at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance; and (d) identify any deductibles or self-insured retentions for County's approval.

6.03 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A: VII, unless otherwise approved by County.

6.04 Notification of Incidents, Claims, or Suits. Licensee shall report to County any accident or incident relating to activities performed under this License which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within 72 hours of Licensee's knowledge of such occurrence.

6.05 Compensation for County Costs. In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

7. FAILURE TO PROCURE INSURANCE

7.01 Failure on the part of Licensee to procure or maintain required insurance or to provide evidence of insurance coverage acceptable to County shall constitute a material breach of contract upon which County may immediately terminate this License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Licensee to County upon demand.

7.02 Use of the Licensed Area shall not commence until Licensee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

8. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License.

9. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

10. **DEFAULT**

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

11. **WAIVER**

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms, and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms, or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this License shall be cumulative.

12. **SURRENDER**

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good condition.

13. **ENFORCEMENT**

The County's Chief Executive Officer shall be responsible for the enforcement of this License on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

14. **COUNTY LOBBYIST ORDINANCE**

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

15 **NOTICES**

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Steelworkers Old Timers Foundation
7807 S. Compton Avenue
Los Angeles, CA 90001
Attention: George Cole
Phone: 323-582-6090

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

Chief Executive Officer
Real Estate Division - Property Management
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

16. REPAIR OF DAMAGE

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the building in which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees, or visitors, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value, and utility to the original work or installation; and (c) be in accordance with all laws.

17. DAMAGE OR DESTRUCTION

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

18. SOLICITATION OF CONSIDERATION

18.01 It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a licensee with the implication, suggestion, or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

18.02 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

19. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license, or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

20. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

21. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees, and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

22. TAXATION OF LICENSED AREA

22.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

22.02 Licensee shall pay before delinquency all lawful taxes, assessments, fees, or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

22.03 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area which Licensee is obligated to pay, Licensee will be in default of the License.

22.04 County reserves the right to pay any such tax, assessment, fee, or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

23. INTERPRETATION

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) “or” is not exclusive; and (iv) “includes” and “including” are not limiting.

24. GOVERNING LAW AND FORUM

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

25. ENTIRE AGREEMENT

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

[illegible]

IN WITNESS WHEREOF, County, by order of its Board of Supervisors, has executed this License or caused it to be subscribed by its Chair and the seal of the Board to be hereto affixed and attested by the Executive Office thereof, and Licensee has caused this License to be subscribed in its behalf by its duly authorized signatory the day, month, and year first above written.

LICENSEE:

STEELWORKERS OLD TIMERS FOUNDATION

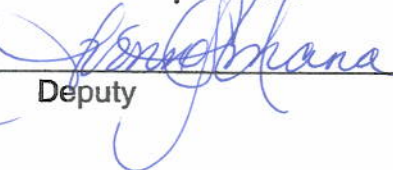
By: 

Name: George Cole
Title: Chief Executive Officer



ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of
The Board of Supervisors

By: 
Deputy

COUNTY OF LOS ANGELES

By: 
Chair, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: 
Deputy County Counsel

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: 
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

SteelworkersOLDTimersFoundation.llc

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MAY 06 2008


SACHI A. HAMAI
EXECUTIVE OFFICER

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NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this 6th day of MAY, 2008,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, ("Licensor" or "County,")

AND

ASIAN-AMERICAN DRUG ABUSE PROGRAM, INC. ("Licensee").

RECITALS:

County is the Lessee of certain real property located at 14112 S. Kingsley Drive, Gardena, CA 90249, and is authorized to license use of the property pursuant to Gov. Code 25537 and/or 26227; and

Licensee is desirous of using on a nonexclusive basis, only a portion of said real property, which is not required exclusively for County use.

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. LICENSED AREA

1.01 County hereby provides a non-exclusive License to Licensee and Licensee hereby agrees, upon the terms and conditions hereinafter set forth, to the use of office space located in Room Numbers 12,17,50,55,56,57,58 and 59 totaling approximately 1,762 square feet located at 14112 S. Kingsley Drive, Gardena, CA 90249 (the "Licensed Area").

1.02 The Licensed Area shall be used only by the Licensee for the purpose of providing Language classes for youth, food stamp application assistance, employment placement, and assistance and training to people with a gambling problem.

1.03 Licensee shall make no alterations or improvements to the Licensed Area furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Executive Office. All improvements and alterations are to be made at Licensee's expense and at no cost to the County.

1.04 In the event that Licensee makes any alterations or improvements in violation of Section 1.03 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

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- (a) Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
- (b) Remove the alterations or improvements and charge Licensee for the cost of such removal;
- (c) Notify Licensee of County's intent to retain any and all improvements installed by Licensee in violation of Section 1.03 upon termination of the License; and/or
- (d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.05 Licensee acknowledges personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.06 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction thereover, in and to the Licensed Area and covenants and agrees never to assail, contest, or resist said title.

2. **TERM**

2.01 The term of the License shall be for a period of three years commencing upon execution of this License by the County (the "Commencement Date").

2.02 Either party shall have the option of terminating this License at will upon giving the other party notice in writing. The County will endeavor but shall not be required to give at least 30 days advance notice of such termination. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe condition.

3. **PAYMENT**

Licensee shall pay County for the use granted herein the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) per month for the first year; TWO THOUSAND ONE HUNDRED DOLLARS (\$2,100.00) per month for the second year; and TWO THOUSAND SEVEN HUNDRED THIRTY ONE DOLLARS (\$2,731.00) per month for the third year, payable in advance. Payments shall be payable on the first day of each and every month thereafter with a 10 day grace period and shall be made by check or draft issued and payable to the County of Los Angeles, and mailed or otherwise delivered to the County of Los Angeles, Auditor-Controller, Administrative Services, 500 West Temple Street, Room 410, Los Angeles, CA 90012, Attention: Franchise/Concessions Section. In the event the payment is not received by County by the tenth of each month, Licensee agrees to pay 10% of the monthly payment as a late fee.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

4.02 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval therefore is obtained from the County, whose approval shall not be unreasonably withheld.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

4.04 Security Devices. The Licensee shall be responsible for securing the Licensed Area.

4.05 Maintenance. The County shall be responsible for maintaining the Licensed Area in a clean and sanitary condition.

4.06 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Licensed Area, excluding communication, audio, video, data and internet lines, equipment or access ("Data Lines"). Licensee will be responsible for paying for any Data Lines that may be needed. County shall provide access to the building in which the Licensed Area is located for installation of Data Lines upon receipt and approval of plans.

4.07 Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

5. HOLD HARMLESS AND INDEMNIFICATION

Licensee agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Licensee's, and its members, agents, and invitees, operations on and use of the Licensed Area and the

attraction caused by their operations on and use of the Licensed Area which attracts third parties and members of the general public to the Licensed Area, including any Worker's Compensation suit, liability, or expense, arising from or connected with services performed on behalf of Licensee by any person pursuant to this License.

6. **INSURANCE**

6.01 Insurance Coverage Requirements. Without limiting Licensee's indemnification of County and during the Term of this License, Licensee shall provide and maintain the following insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Licensee's own expense.

(a) General Liability Insurance written on ISO policy form CG 00 01 or its equivalent and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Fire Legal Liability:	\$100,000
Each Occurrence:	\$1 million

(b) Automobile Liability Insurance written on ISO form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in Licensee's business operations.

(c) Workers Compensation and Employers' Liability Insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Licensee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

6.02 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Chief Executive Office, Real Estate Division, County prior to the Commencement Date. Such certificates or other evidence shall: (a) specifically identify this License; (b) clearly evidence all coverages required in this License; (c) contain the express condition that County is to be given written notice by mail to County at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance; and (d) identify any deductibles or self-insured retentions for County's approval.

6.03 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A: VII, unless otherwise approved by County.

6.04 Notification of Incidents, Claims, or Suits. Licensee shall report to County any accident or incident relating to activities performed under this License which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within 72 hours of Licensee's knowledge of such occurrence.

6.05 Compensation for County Costs. In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

7. FAILURE TO PROCURE INSURANCE

7.01 Failure on the part of Licensee to procure or maintain required insurance or to provide evidence of insurance coverage acceptable to County shall constitute a material breach of contract upon which County may immediately terminate this License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Licensee to County upon demand.

7.02 Use of the Licensed Area shall not commence until Licensee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

8. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License.

9. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

10. **DEFAULT**

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

11. **WAIVER**

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms, and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms, or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this License shall be cumulative.

12. **SURRENDER**

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good condition.

13. **ENFORCEMENT**

The County's Chief Executive Officer shall be responsible for the enforcement of this License on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

14. **COUNTY LOBBYIST ORDINANCE**

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

15. **NOTICES**

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Asian-American Drug Abuse Program, Inc.
14112 S. Kingsley Drive
Gardena, CA 90249
Attention: Mike Watanabe
Phone: 310-768-8064

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

Chief Executive Officer
Real Estate Division - Property Management
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

16. REPAIR OF DAMAGE

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the building in which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees, or visitors, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value, and utility to the original work or installation; and (c) be in accordance with all laws.

17. DAMAGE OR DESTRUCTION

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

18. SOLICITATION OF CONSIDERATION

18.01 It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a licensee with the implication, suggestion, or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

18.02 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

19. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license, or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

20. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

21. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees, and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

22. TAXATION OF LICENSED AREA

22.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

22.02 Licensee shall pay before delinquency all lawful taxes, assessments, fees, or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

22.03 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area which Licensee is obligated to pay, Licensee will be in default of the License.

22.04 County reserves the right to pay any such tax, assessment, fee, or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

23. INTERPRETATION

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) “or” is not exclusive; and (iv) “includes” and “including” are not limiting.

24. GOVERNING LAW AND FORUM

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

25. ENTIRE AGREEMENT

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

[illegible]

IN WITNESS WHEREOF, County, by order of its Board of Supervisors, has executed this License or caused it to be subscribed by its Chair and the seal of the Board to be hereto affixed and attested by the Executive Office thereof, and Licensee has caused this License to be subscribed in its behalf by its duly authorized signatory the day, month, and year first above written.

LICENSEE:

ASIAN-AMERICAN DRUG ABUSE PROGRAM, INC.

By: [Signature]

Name: Mike Watanabe
Title: Chief Executive Officer

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of
The Board of Supervisors

By: [Signature]
Deputy

APPROVED AS TO FORM:

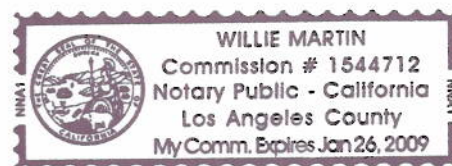
RAYMOND G. FORTNER, JR.
County Counsel

By: [Signature]
Deputy County Counsel

Asian-American.DrugAbuseProgram.Inc.lic

State of California, County of Los Angeles
Subscribed & sworn to (or affirmed) before
me on this 31 day of December,
2007, by Michael N. Watanabe
personally known to me or proved to me on
the basis of satisfactory evidence to be the
person(s) who appeared before me,

Willie Martin



COUNTY OF LOS ANGELES

By: [Signature]
Chair, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: [Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS

19

MAY 06 2008

[Signature]
SACHI A. HAMAI
EX. OFF. CLERK

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NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this 6th day of MAY, 2008,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic ("Licensor" or "County")

AND

CENTER FOR THE PACIFIC-ASIAN FAMILY, INCORPORATED ("Licensee").

RECITALS:

County is the owner of certain real property located at 14112 S. Kingsley Drive, Gardena, CA 90249, and is authorized to license use of the property pursuant to Gov. Code 25537 and/or 26227; and

Licensee is desirous of using on a nonexclusive basis only a portion of said real property, which is not required exclusively for County use.

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. LICENSED AREA

1.01 County hereby provides a non-exclusive License to Licensee and Licensee hereby agrees, upon the terms and conditions hereinafter set forth, to the use of office space located in Room Number 13A totaling approximately 124 square feet located at 14112 S. Kingsley Drive, Gardena, CA 90249 (the "Licensed Area").

1.02 The Licensed Area shall be used only by the Licensee for the purpose of providing social services to low income Asian Families including making individuals ready for employment; holistic case management and re-settlement services for families in need..

1.03 Licensee shall make no alterations or improvements to the Licensed Area furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Executive Office. All improvements and alterations are to be made at Licensee's expense and at no cost to the County.

1.04 In the event that Licensee makes any alterations or improvements in violation of Section 1.03 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

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- (a) Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
- (b) Remove the alterations or improvements and charge Licensee for the cost of such removal;
- (c) Notify Licensee of County's intent to retain any and all improvements installed by Licensee in violation of Section 1.03 upon termination of the License; and/or
- (d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.05 Licensee acknowledges personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.06 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction thereover, in and to the Licensed Area and covenants and agrees never to assail, contest, or resist said title.

2. **TERM**

2.01 The term of the License shall be for a period of three years commencing upon execution of this License by the County (the "Commencement Date").

2.02 Either party shall have the option of terminating this License at will upon giving the other party notice in writing. The County will endeavor but shall not be required to give at least 30 days advance notice of such termination. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe condition.

3. **PAYMENT**

Licensee shall pay County for the use granted herein the sum of SEVENTY FIVE DOLLARS (\$75.00) per month, payable in advance, for the first year and ONE HUNDRED THIRTEEN DOLLARS (\$113.00) per month for the second year and ONE HUNDRED NINETY TWO DOLLARS (\$192.00) per month for the third year. Payments shall be payable on the first day of each and every month thereafter with a 10 day grace period and shall be made by check or draft issued and payable to the County of Los Angeles, and mailed or otherwise delivered to the County of Los Angeles, Auditor-Controller, Administrative Services, 500 West Temple Street, Room 410, Los Angeles, CA 90012, Attention: Franchise/Concessions Section. In the event the payment is not received by the tenth of each month, Lessee agrees to pay 10% of the monthly payment as a late fee.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

4.02 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval therefore is obtained from the County, whose approval shall not be unreasonably withheld.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

4.04 Security Devices. The Licensee shall be responsible for securing the Licensed Area.

4.05 Maintenance. The County shall be responsible for maintaining the Licensed Area in a clean and sanitary condition.

4.06 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Licensed Area, excluding communication, audio, video, data and internet lines, equipment or access ("Data Lines"). Licensee will be responsible for paying for any Data Lines that may be needed. County shall provide access to the building in which the Licensed Area is located for installation of Data Lines upon receipt and approval of plans.

4.07 Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

5. HOLD HARMLESS AND INDEMNIFICATION

Licensee agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Licensee's, and its members, agents, and invitees, operations on and use of the Licensed Area and the

attraction caused by their operations on and use of the Licensed Area which attracts third parties and members of the general public to the Licensed Area, including any Worker's Compensation suit, liability, or expense, arising from or connected with services performed on behalf of Licensee by any person pursuant to this License.

6. **INSURANCE**

6.01 Insurance Coverage Requirements. Without limiting Licensee's indemnification of County and during the Term of this License, Licensee shall provide and maintain the following insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Licensee's own expense.

(a) General Liability Insurance written on ISO policy form CG 00 01 or its equivalent and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Fire Legal Liability:	\$100,000
Each Occurrence:	\$1 million

(b) Automobile Liability Insurance written on ISO form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in Licensee's business operations.

(c) Workers Compensation and Employers' Liability Insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Licensee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

6.02 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Chief Executive Office, Real Estate Division, County prior to the Commencement Date. Such certificates or other evidence shall: (a) specifically identify this License; (b) clearly evidence all coverages required in this License; (c) contain the express condition that County is to be given written notice by mail to County at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance; and (d) identify any deductibles or self-insured retentions for County's approval.

6.03 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A: VII, unless otherwise approved by County.

6.04 Notification of Incidents, Claims, or Suits. Licensee shall report to County any accident or incident relating to activities performed under this License which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within 72 hours of Licensee's knowledge of such occurrence.

6.05 Compensation for County Costs. In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

7. FAILURE TO PROCURE INSURANCE

7.01 Failure on the part of Licensee to procure or maintain required insurance or to provide evidence of insurance coverage acceptable to County shall constitute a material breach of contract upon which County may immediately terminate this License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Licensee to County upon demand.

7.02 Use of the Licensed Area shall not commence until Licensee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

8. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License.

9. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

10. **DEFAULT**

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

11. **WAIVER**

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms, and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms, or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this License shall be cumulative.

12. **SURRENDER**

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good condition.

13. **ENFORCEMENT**

The County's Chief Executive Officer shall be responsible for the enforcement of this License on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

14. **COUNTY LOBBYIST ORDINANCE**

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

15. **NOTICES**

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Center for the Pacific-Asian Family, Incorporated
14112 S. Kingsley Drive
Gardena, CA 90249
Attention: Debra H. Suh
Phone: 323- 653-4045 ext. 218

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

Chief Executive Officer
Real Estate Division - Property Management
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

16. REPAIR OF DAMAGE

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the building in which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees, or visitors, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value, and utility to the original work or installation; and (c) be in accordance with all laws.

17. DAMAGE OR DESTRUCTION

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

18. SOLICITATION OF CONSIDERATION

18.01 It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a licensee with the implication, suggestion, or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

18.02 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

19. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license, or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

20. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

21. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees, and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

22. TAXATION OF LICENSED AREA

22.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

22.02 Licensee shall pay before delinquency all lawful taxes, assessments, fees, or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

22.03 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area which Licensee is obligated to pay, Licensee will be in default of the License.

22.04 County reserves the right to pay any such tax, assessment, fee, or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

23. INTERPRETATION

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) “or” is not exclusive; and (iv) “includes” and “including” are not limiting.

24. GOVERNING LAW AND FORUM

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

25. ENTIRE AGREEMENT

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

[illegible]

IN WITNESS WHEREOF, County, by order of its Board of Supervisors, has executed this License or caused it to be subscribed by its Chair and the seal of the Board to be hereto affixed and attested by the Executive Office thereof, and Licensee has caused this License to be subscribed in its behalf by its duly authorized signatory the day, month, and year first above written.

LICENSEE:

CENTER FOR THE PACIFIC-ASIAN FAMILY, INCORPORATED

By:  1-31-08

Name: Debra H. Suh
Title: Executive Director

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of
The Board of Supervisors



COUNTY OF LOS ANGELES

By: 
Deputy

By: 
Chair, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: 
Deputy County Counsel

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: 
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

CenterforthePacificAsianFamily.Inc.lic

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MAY 06 2008


SACHI A. HAMAI
EXECUTIVE OFFICER

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NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this 6th day of MAY, 2008,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, ("Licensor" or "County,")

AND

HALCYON CENTER FOR CHILD STUDIES, INC., ("Licensee").

RECITALS:

County is the owner of certain real property located at 7555 Van Nuys Boulevard, Van Nuys, CA 91405, and is authorized to license use of the property pursuant to Gov. Code 25537 and/or 26227; and

Licensee is desirous of using on a nonexclusive basis only a portion of said real property, which is not required exclusively for County use.

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. LICENSED AREA

1.01 County hereby provides a non-exclusive License to Licensee and Licensee hereby agrees, upon the terms and conditions hereinafter set forth, to the use of office space located in Room Number 216, totaling approximately 514 square feet located at 7555 Van Nuys Boulevard, Van Nuys, CA 91405 (the "Licensed Area").

1.02 The Licensed Area shall be used only by the Licensee for the purpose of working with at-risk children and youth utilizing art therapy to help them continue their education and provide on-the-job training.

1.03 Licensee shall make no alterations or improvements to the Licensed Area furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Executive Office. All improvements and alterations are to be made at Licensee's expense and at no cost to the County.

1.04 In the event that Licensee makes any alterations or improvements in violation of Section 1.03 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

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- (a) Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
- (b) Remove the alterations or improvements and charge Licensee for the cost of such removal;
- (c) Notify Licensee of County's intent to retain any and all improvements installed by Licensee in violation of Section 1.03 upon termination of the License; and/or
- (d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.05 Licensee acknowledges personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.06 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction thereover, in and to the Licensed Area and covenants and agrees never to assail, contest, or resist said title.

2. TERM

2.01 The term of the License shall be for a period of three years commencing upon execution of this License by the County (the "Commencement Date").

2.02 Either party shall have the option of terminating this License at will upon giving the other party notice in writing. The County will endeavor but shall not be required to give at least 30 days advance notice of such termination. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe condition.

3. PAYMENT

Licensee shall pay County for the use granted herein the sum of ONE HUNDRED DOLLARS (\$100.00) per month, payable in advance, for the first year and FOUR HUNDRED DOLLARS (\$400.00) per month for the second year and SIX HUNDRED NINETY FOUR DOLLARS (\$694.00) per month for the third year.. Payments shall be payable on the first day of each and every month thereafter with a 10 day grace period and shall be made by check or draft issued and payable to the County of Los Angeles, and mailed or otherwise delivered to the County of Los Angeles, Auditor-Controller, Administrative Services, 500 West Temple Street, Room 410, Los Angeles, CA 90012, Attention: Franchise/Concessions Section. In the event the payment is not received by the tenth of each month, Lessee agrees to pay 10% of the monthly payment as a late fee.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

4.02 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval therefore is obtained from the County, whose approval shall not be unreasonably withheld.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

4.04 Security Devices. The Licensee shall be responsible for securing the Licensed Area.

4.05 Maintenance. The County shall be responsible for maintaining the Licensed Area in a clean and sanitary condition.

4.06 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Licensed Area, excluding communication, audio, video, data and internet lines, equipment or access ("Data Lines"). Licensee will be responsible for paying for any Data Lines that may be needed. County shall provide access to the building in which the Licensed Area is located for installation of Data Lines upon receipt and approval of plans.

4.07 Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

5. HOLD HARMLESS AND INDEMNIFICATION

Licensee agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Licensee's, and its members, agents, and invitees, operations on and use of the Licensed Area and the

attraction caused by their operations on and use of the Licensed Area which attracts third parties and members of the general public to the Licensed Area, including any Worker's Compensation suit, liability, or expense, arising from or connected with services performed on behalf of Licensee by any person pursuant to this License.

6. **INSURANCE**

6.01 Insurance Coverage Requirements. Without limiting Licensee's indemnification of County and during the Term of this License, Licensee shall provide and maintain the following insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Licensee's own expense.

(a) General Liability Insurance written on ISO policy form CG 00 01 or its equivalent and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Fire Legal Liability:	\$100,000
Each Occurrence:	\$1 million

(b) Automobile Liability Insurance written on ISO form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in Licensee's business operations.

(c) Workers Compensation and Employers' Liability Insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Licensee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

6.02 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Chief Executive Office, Real Estate Division, County prior to the Commencement Date. Such certificates or other evidence shall: (a) specifically identify this License; (b) clearly evidence all coverages required in this License; (c) contain the express condition that County is to be given written notice by mail to County at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance; and (d) identify any deductibles or self-insured retentions for County's approval.

6.03 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A: VII, unless otherwise approved by County.

6.04 Notification of Incidents, Claims, or Suits. Licensee shall report to County any accident or incident relating to activities performed under this License which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within 72 hours of Licensee's knowledge of such occurrence.

6.05 Compensation for County Costs. In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

7. FAILURE TO PROCURE INSURANCE

7.01 Failure on the part of Licensee to procure or maintain required insurance or to provide evidence of insurance coverage acceptable to County shall constitute a material breach of contract upon which County may immediately terminate this License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Licensee to County upon demand.

7.02 Use of the Licensed Area shall not commence until Licensee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

8. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License.

9. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

10. **DEFAULT**

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

11. **WAIVER**

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms, and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms, or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this License shall be cumulative.

12. **SURRENDER**

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good condition.

13. **ENFORCEMENT**

The County's Chief Executive Officer shall be responsible for the enforcement of this License on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

14. **COUNTY LOBBYIST ORDINANCE**

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

15. **NOTICES**

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Halcyon Center for Child Studies, Inc.
Van Nuys Boulevard, Suite # 216
Van Nuys, CA 91405
Attention: Gloria Gold
Phone: 323-654-4307

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

Chief Executive Officer
Real Estate Division - Property Management
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

16. REPAIR OF DAMAGE

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the building in which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees, or visitors, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value, and utility to the original work or installation; and (c) be in accordance with all laws.

17. DAMAGE OR DESTRUCTION

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

18. SOLICITATION OF CONSIDERATION

18.01 It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a licensee with the implication, suggestion, or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

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19. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license, or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

20. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

21. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees, and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

22. TAXATION OF LICENSED AREA

22.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

22.02 Licensee shall pay before delinquency all lawful taxes, assessments, fees, or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

22.03 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area which Licensee is obligated to pay, Licensee will be in default of the License.

22.04 County reserves the right to pay any such tax, assessment, fee, or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

23. INTERPRETATION

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) “or” is not exclusive; and (iv) “includes” and “including” are not limiting.

24. GOVERNING LAW AND FORUM

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

25. ENTIRE AGREEMENT

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

[illegible]

IN WITNESS WHEREOF, County, by order of its Board of Supervisors, has executed this License or caused it to be subscribed by its Chair and the seal of the Board to be hereto affixed and attested by the Executive Office thereof, and Licensee has caused this License to be subscribed in its behalf by its duly authorized signatory the day, month, and year first above written.

LICENSEE:

HALCYON CENTER FOR CHILD STUDIES, INC.

By: *Gloria Gold*

Name: Gloria Gold
Title: Chief Executive Officer



ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of
The Board of Supervisors

By: *Sachi A. Hamai*
Deputy

COUNTY OF LOS ANGELES

By: *Gloria B. Bente*
Chair, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: *Raymond G. Fortner, Jr.*
Deputy County Counsel

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: *Sachi A. Hamai*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

HalcyonCtr.for.ChildStudies.Inc.

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MAY 06 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this 6th day of MAY, 2008,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, ("Licensor" or "County,")

AND

COMPREHENSIVE CHILD DEVELOPMENT, INC. ("Licensee").

RECITALS:

County is the owner of certain real property located at 769 West Third Street, San Pedro, CA 90731, and is authorized to license use of the property pursuant to Gov. Code 25537 and/or 26227; and

Licensee is desirous of using on a nonexclusive basis only a portion of said real property, which is not required exclusively for County use.

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. LICENSED AREA

1.01 County hereby provides a non-exclusive License to Licensee and Licensee hereby agrees, upon the terms and conditions hereinafter set forth, to the use of office space located in Room Numbers 101, 120, 121, 123, 125, 126 and 127, totaling approximately 4,235 square feet located at 769 West Third Street, San Pedro, CA 90731 (the "Licensed Area").

1.02 The Licensed Area shall be used only by the Licensee for the purpose of providing early child care and education programs for children of low income families so that parents can attend job training, find employment and continue working to support their families.

1.03 Licensee shall make no alterations or improvements to the Licensed Area furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Executive Office. All improvements and alterations are to be made at Licensee's expense and at no cost to the County.

1.04 In the event that Licensee makes any alterations or improvements in violation of Section 1.03 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

- (a) Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
- (b) Remove the alterations or improvements and charge Licensee for the cost of such removal;
- (c) Notify Licensee of County's intent to retain any and all improvements installed by Licensee in violation of Section 1.03 upon termination of the License; and/or
- (d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.05 Licensee acknowledges personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.06 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction thereover, in and to the Licensed Area and covenants and agrees never to assail, contest, or resist said title.

2. TERM

2.01 The term of the License shall be for a period of three years commencing upon execution of this License by the County (the "Commencement Date").

2.02 Either party shall have the option of terminating this License at will upon giving the other party notice in writing. The County will endeavor but shall not be required to give at least 30 days advance notice of such termination. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe condition.

3. PAYMENT

Licensee shall pay County for the use granted herein the sum of ONE THOUSAND DOLLARS (\$1,000.00) per month, payable in advance. Payments shall be due and payable on the first day of each and every month thereafter with a 10 day grace period and shall be made by check or draft issued and payable to the County of Los Angeles, and mailed or otherwise delivered to the County of Los Angeles, Auditor-Controller, Administrative Services, 500 West Temple Street, Room 410, Los Angeles, CA 90012, Attention: Franchise/Concessions Section. In the event the payment is not received by the tenth of each month, Licensee agrees to pay 10% of the monthly payment as a late fee.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits

and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

4.02 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval therefore is obtained from the County, whose approval shall not be unreasonably withheld.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

4.04 Security Devices. The Licensee shall be responsible for securing the Licensed Area.

4.05 Maintenance. The County shall be responsible for maintaining the Licensed Area in a clean and sanitary condition.

4.06 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Licensed Area, excluding communication, audio, video, data and internet lines, equipment or access ("Data Lines"). Licensee will be responsible for paying for any Data Lines that may be needed. County shall provide access to the building in which the Licensed Area is located for installation of Data Lines upon receipt and approval of plans.

4.07 Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

5. HOLD HARMLESS AND INDEMNIFICATION

Licensee agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Licensee's, and its members, agents, and invitees, operations on and use of the Licensed Area and the attraction caused by their operations on and use of the Licensed Area which attracts third parties and members of the general public to the Licensed Area, including any Worker's Compensation suit, liability, or expense, arising from or connected with services performed on behalf of Licensee by any person pursuant to this License.

6. INSURANCE

6.01 Insurance Coverage Requirements. Without limiting Licensee's indemnification of County and during the Term of this License, Licensee shall provide and maintain the following insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Licensee's own expense.

(a) General Liability Insurance written on ISO policy form CG 00 01 or its equivalent and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Fire Legal Liability:	\$100,000
Each Occurrence:	\$1 million

(b) Automobile Liability Insurance written on ISO form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in Licensee's business operations.

(c) Workers Compensation and Employers' Liability Insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Licensee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

6.02 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Chief Executive Office, Real Estate Division, County prior to the Commencement Date. Such certificates or other evidence shall: (a) specifically identify this License; (b) clearly evidence all coverages required in this License; (c) contain the express condition that County is to be given written notice by mail to County at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance; and (d) identify any deductibles or self-insured retentions for County's approval.

6.03 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A: VII, unless otherwise approved by County.

6.04 Notification of Incidents, Claims, or Suits. Licensee shall report to County any accident or incident relating to activities performed under this License which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within 72 hours of Licensee's knowledge of such occurrence.

6.05 Compensation for County Costs. In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

7. FAILURE TO PROCURE INSURANCE

7.01 Failure on the part of Licensee to procure or maintain required insurance or to provide evidence of insurance coverage acceptable to County shall constitute a material breach of contract upon which County may immediately terminate this License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Licensee to County upon demand.

7.02 Use of the Licensed Area shall not commence until Licensee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

8. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License.

9. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

10. **DEFAULT**

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

11. **WAIVER**

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms, and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms, or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this License shall be cumulative.

12. **SURRENDER**

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good condition.

13. **ENFORCEMENT**

The County's Chief Executive Officer shall be responsible for the enforcement of this License on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

14. **COUNTY LOBBYIST ORDINANCE**

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

15 **NOTICES**

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Comprehensive Child Development, Inc.
2545 Pacific Avenue
Long Beach, CA 90806
Attention: Tammie Kyle
Phone: 562-427-8834

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

Chief Executive Officer
Real Estate Division - Property Management
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

16. REPAIR OF DAMAGE

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the building in which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees, or visitors, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value, and utility to the original work or installation; and (c) be in accordance with all laws.

17. DAMAGE OR DESTRUCTION

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

18. SOLICITATION OF CONSIDERATION

18.01 It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a licensee with the implication, suggestion, or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

18.02 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

19. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license, or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

20. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

21. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees, and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

22. TAXATION OF LICENSED AREA

22.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

22.02 Licensee shall pay before delinquency all lawful taxes, assessments, fees, or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

22.03 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area which Licensee is obligated to pay, Licensee will be in default of the License.

22.04 County reserves the right to pay any such tax, assessment, fee, or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

23. INTERPRETATION

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) “or” is not exclusive; and (iv) “includes” and “including” are not limiting.

24. GOVERNING LAW AND FORUM

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

25. ENTIRE AGREEMENT

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

[illegible]

IN WITNESS WHEREOF, County, by order of its Board of Supervisors, has executed this License or caused it to be subscribed by its Chair and the seal of the Board to be hereto affixed and attested by the Executive Office thereof, and Licensee has caused this License to be subscribed in its behalf by its duly authorized signatory the day, month, and year first above written.

LICENSEE:

COMPREHENSIVE CHILD DEVELOPMENT, INC.

By: Tammie Kyle

Name: Tammie Kyle
Title: Executive Director



ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of
The Board of Supervisors

By: [Signature]
Deputy

COUNTY OF LOS ANGELES

By: [Signature]
Chair, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: [Signature]
Deputy County Counsel

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: [Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

ComprehensiveChildDevelopmentCtr.Inc.lic

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MAY 06 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this 6th day of MAY, 2008,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, ("Licensor" or "County,")

AND

ANTELOPE VALLEY COMMITTEE ON AGING CORPORATION ("Licensee").

RECITALS:

County is the owner of certain real property located at 777 West Jackman Avenue, Lancaster, CA 93534 and is authorized to license use of the property pursuant to Gov. Code 25537 and/or 26227; and

Licensee is desirous of using on a nonexclusive basis only a portion of said real property, which is not required exclusively for County use.

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. LICENSED AREA

1.01 County hereby provides a non-exclusive License to Licensee and Licensee hereby agrees, upon the terms and conditions hereinafter set forth, to use the kitchen, dining area and office space located in Room Number 107 totaling approximately 2,555 square feet located at 777 West Jackman Avenue, Lancaster, CA 93534 (the "Licensed Area").

1.02 The Licensed Area shall be used only by the Licensee for the purpose of providing both congregate and home-delivered meals to seniors and "shut-ins" that are vital for proper health and safety.

1.03 Licensee shall make no alterations or improvements to the Licensed Area furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Executive Office. All improvements and alterations are to be made at Licensee's expense and at no cost to the County.

1.04 In the event that Licensee makes any alterations or improvements in violation of Section 1.03 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

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- (a) Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
- (b) Remove the alterations or improvements and charge Licensee for the cost of such removal;
- (c) Notify Licensee of County's intent to retain any and all improvements installed by Licensee in violation of Section 1.03 upon termination of the License; and/or
- (d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.05 Licensee acknowledges personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.06 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction thereover, in and to the Licensed Area and covenants and agrees never to assail, contest, or resist said title.

2. TERM

2.01 The term of the License shall be for a period of three years ("License Term") commencing upon execution of this License by the County (the "Commencement Date").

2.02 Either party shall have the option of terminating this License at will upon giving the other party notice in writing. The County will endeavor but shall not be required to give at least 30 days advance notice of such termination. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe condition.

3. PAYMENT

Licensee shall pay County for the use granted herein the sum of FIVE HUNDRED DOLLARS (\$500.00) per month, payable in advance, for three years. Payments shall be payable on the first day of each and every month thereafter with a 10 day grace period and shall be made by check or draft issued and payable to the County of Los Angeles, and mailed or otherwise delivered to the County of Los Angeles, Auditor-Controller, Administrative Services, 500 West Temple Street, Room 410, Los Angeles, CA 90012, Attention: Franchise/Concessions Section. In the event the payment is not received by the tenth of each month, Licensee agrees to pay 10% of the monthly payment as a late fee.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits

and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

4.02 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval therefore is obtained from the County, whose approval shall not be unreasonably withheld.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

4.04 Security Devices. The Licensee shall be responsible for securing the Licensed Area.

4.05 Maintenance. The County shall be responsible for maintaining the Licensed Area in a clean and sanitary condition.

4.06 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Licensed Area, excluding communication, audio, video, data and internet lines, equipment or access ("Data Lines"). Licensee will be responsible for paying for any Data Lines that may be needed. County shall provide access to the building in which the Licensed Area is located for installation of Data Lines upon receipt and approval of plans.

4.07 Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

5. HOLD HARMLESS AND INDEMNIFICATION

Licensee agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Licensee's, and its members, agents, and invitees, operations on and use of the Licensed Area and the attraction caused by their operations on and use of the Licensed Area which attracts third parties and members of the general public to the Licensed Area, including any Worker's Compensation suit, liability, or expense, arising from or connected with services performed on behalf of Licensee by any person pursuant to this License.

6. INSURANCE

6.01 Insurance Coverage Requirements. Without limiting Licensee's indemnification of County and during the Term of this License, Licensee shall provide and maintain the following insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Licensee's own expense.

(a) General Liability Insurance written on ISO policy form CG 00 01 or its equivalent and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Fire Legal Liability:	\$100,000
Each Occurrence:	\$1 million

(b) Automobile Liability Insurance written on ISO form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in Licensee's business operations.

(c) Workers Compensation and Employers' Liability Insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Licensee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

6.02 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Chief Executive Office, Real Estate Division, County prior to the Commencement Date. Such certificates or other evidence shall: (a) specifically identify this License; (b) clearly evidence all coverages required in this License; (c) contain the express condition that County is to be given written notice by mail to County at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance; and (d) identify any deductibles or self-insured retentions for County's approval.

6.03 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A: VII, unless otherwise approved by County.

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6.05 Compensation for County Costs. In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

7. FAILURE TO PROCURE INSURANCE

7.01 Failure on the part of Licensee to procure or maintain required insurance or to provide evidence of insurance coverage acceptable to County shall constitute a material breach of contract upon which County may immediately terminate this License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Licensee to County upon demand.

7.02 Use of the Licensed Area shall not commence until Licensee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

8. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License.

9. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

10. **DEFAULT**

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

11. **WAIVER**

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms, and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms, or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this License shall be cumulative.

12. **SURRENDER**

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good condition.

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The County's Chief Executive Officer shall be responsible for the enforcement of this License on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

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Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

15. **NOTICES**

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Antelope Valley Committee on Aging Corporation
777 West Jackman Avenue
Lancaster, CA 93534
Attention: Margo Monroy
Phone: 661-942-6244

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

Chief Executive Officer
Real Estate Division - Property Management
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

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This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

[illegible]

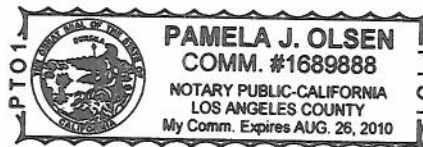
IN WITNESS WHEREOF, County, by order of its Board of Supervisors, has executed this License or caused it to be subscribed by its Chair and the seal of the Board to be hereto affixed and attested by the Executive Office thereof, and Licensee has caused this License to be subscribed in its behalf by its duly authorized signatory the day, month, and year first above written.

LICENSEE:

ANTELOPE VALLEY COMMITTEE ON AGING CORPORATION

By: Margo Monroy

Name: Margo Monroy
Title: Executive Director



ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of
The Board of Supervisors

By: [Signature]
Deputy

COUNTY OF LOS ANGELES

By: [Signature]
Chair, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.

By: [Signature]
Deputy County Counsel

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: [Signature]
Deputy

AntelopeValleyCommittee.on.AgingCorporation.lic

ADOPTED
BOARD OF SUPERVISORS
LOS ANGELES

19

MAY 06 2008

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER